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UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re: MELANI SCHULTE and
WILLIAM SCHULTE,

Case No.: 09-29123-BAM

Chapter 11

Jointly Administered with:

2704 SATTLEY LLC,
HOT ENDEAVOR LLC,
1341 MINUET LLC,
1708 PLATO PICO LLC,
2228 WARM WALNUT LLC,
9425 VALLEY HILLS LLC,
9500 ASPEN GLOW LLC,
5218 MISTY MORNING LLC,
CHERISH LLC,
SABRECO Inc.,
KEEP SAFE LLC

09-27238-BAM
09-27909-BAM
09-27910-BAM
09-27911-BAM
09-27912-BAM
09-27913-BAM
09-27914-BAM
09-27916-BAM
09-28513-BAM
09-31584-BAM
09-31585-BAM

**DECLARATION OF CENLAR FSB IN
SUPPORT OF RESPONSE TO
DEBTOR'S AMENDED MOTION FOR
CONTEMPT**

I, Diane Constantine declare:

1. I am over 18 years of age and am authorized as an Assistant Secretary by Cenlar FSB ("Cenlar") to make this declaration regarding the loan described below (the "Subject Loan" or "Account"). Cenlar is the authorized subservicer of the Subject Loan on behalf of CitiMortgage, Inc. ("Citi"). If called to testify in this matter, I would testify under oath as to the following:

1 2. In such capacity, I have access to the books and records regarding the Subject Loan,
2 including the servicing records and copies of the applicable Subject Loan documents. I have
3 personally reviewed these records as they relate to the Subject Loan and provide the herein
4 testimony based on knowledge I have gained from the records.

5 3. I have business knowledge regarding the manner in which these business records
6 are created, kept, and maintained. The records, including computer records relating to the servicing
7 of the Subject Loan, are made at or near the time of the occurrence of the matters set forth in such
8 records, by a representative with knowledge of the acts or events recorded. Such records are
9 obtained, kept, and maintained in the regular course of business. Cenlar relies on such records in
10 the ordinary course of its business. The testimony provided herein is based on the business records
11 regarding the Subject Loan and the knowledge I have gained from my review of these business
12 records.

13 4. According to the aforementioned books and records, the Subject Loan is evidenced
14 by a promissory note executed by Edward Wendell Porta and Patricia Porta in the principal sum
15 of \$126,056.00 (the "Note"). The Note reflects it was specially indorsed to Citi. Subsequently,
16 William Schulte and Melani Schulte executed an Assumption Agreement Creating Liability to the
17 Holder of the Note. The Note is secured by a deed of trust (the "Deed of Trust") encumbering the
18 real property located at 9500 Aspen Glow Drive, Las Vegas, NV 89134 ("Property"). The Deed
19 of Trust was assigned to Citi. Cenlar is the authorized servicer of the Subject Loan on Citi's behalf.

20 5. According to Cenlar's records, the Subject Loan was modified to reflect the terms
21 of the Confirmed Plan in the above referenced Bankruptcy Case as follows: secured claim of
22 \$94,646.23 amortized over thirty (30) years at 5.25% interest per annum with Principal and Interest
23 Payments of \$522.64 commencing March 1, 2011, plus escrow payments for taxes and insurance.
24 Cenlar verified completion of system updates to reflect the terms of the Confirmed Plan. Cenlar is
25 currently in compliance with the Confirmation Order entered in the above referenced Bankruptcy
26 Case.

1 6. The monthly statements sent to the Debtor for the past twelve (12) months reflect
2 the terms of the Confirmed Plan, including the correct interest rate (5.25%) and Principal and
3 Interest Payment amount (\$522.64).

4 7. The Subject Loan reflects a default based on the Debtor's failure to make all
5 required Principal, Interest, and Escrow Payments under the Confirmed Plan.

6 8. As of October 6, 2020, the approximate payoff owed on the Subject Loan totals
7 \$122,434.33. As of October 6, 2020, the approximate contractual reinstatement on the Subject
8 Loan totals \$57,584.57.

9 Pursuant to 28 U.S.C. § 1746, I hereby declare under penalty of perjury under the
10 laws of the United States of America that the foregoing is true and correct

11 Executed this 5 day of October, 2020, at Ewing, New Jersey.

12
13 *Diane Constantine**

14 *Signature of Declarant*

15
16 Diane Constantine, Assistant Secretary, Cenlar FSB

17 *(Name and Title of Declarant)*

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19 *conforms to covid signature requirements
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